

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

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ANGELA ROBINSON	)	
Plaintiff,	)	CIVIL ACTION NO.
	)	1:22-cv-02444-LMM-JSA
v.	)	
SPEEDY RECOVERY SERVICES,	)	
INC. and MVCONNECT LLC	)	
a.k.a. MVTRAC LLC,	)	
Defendants.	)	
	)	

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**DEFENDANT MVCONNECT LLC'S  
ANSWER TO CROSSCLAIM**

Defendant MVCONNECT LLC (“MVCONNECT” or “Defendant”), pursuant to Rules 8 and 12 of the Federal Rules of Civil Procedure, respectfully responds to the purported crossclaim (the “Crossclaim”) by Speedy Recovery Services, Inc., as follows:

**RESPONSES TO SPECIFIC ALLEGATIONS**

MVCONNECT responds to the specific allegations as follows.

1. MVCONNECT denies the allegations in paragraph 1 of the Crossclaim except that MVCONNECT admits, upon information and belief, that

Speedy Recovery Services, Inc. (“**Speedy Recovery**”) is authorized to do business in the State of Georgia.

2. MVCONNECT states that paragraph 2 of the Crossclaim asserts conclusions of law as to which no admission or denial is required. To the extent any admission or denial is required, MVCONNECT denies the allegations in paragraph 2 as stated.

3. MVCONNECT states that paragraph 3 of the Crossclaim asserts conclusions of law as to which no admission or denial is required. To the extent any admission or denial is required, MVCONNECT denies the allegations in paragraph 3, except that it admits it has contracted with Speedy Recovery.

4. MVCONNECT denies the allegations in paragraph 4 of the Crossclaim as stated.

5. MVCONNECT denies the allegations in paragraph 5 of the Crossclaim, except it admits it has contracted with Speedy Recovery.

6. MVCONNECT denies the allegations in paragraph 6 of the Crossclaim as stated.

7. MVCONNECT denies the allegations in paragraph 7 of the Crossclaim as stated, and specifically denies that MVCONNECT has breached any duty or is liable to any party in this action.

8. MVCONNECT denies the allegations in paragraph 8 of the Crossclaim.

9. MVCONNECT denies any allegations in the Crossclaim, including, without limitation, the headings, that are not expressly and explicitly admitted herein.

### **DEFENSES TO CROSSCLAIM**

The Defendant asserts the following affirmative defenses and other defenses.

#### **FIRST DEFENSE**

The Crossclaim fails to state a claim upon which relief can be granted.

#### **SECOND DEFENSE**

MVCONNECT reserves the right to assert any affirmative defenses listed in O.C.G.A. § 9-11-8(c), O.C.G.A. § 9-11-12(b), or Federal Rules of Civil Procedure 8 and 12 as they may be discovered during discovery in this case.

**WHEREFORE**, MVCONNECT respectfully prays for (a) a pretrial conference; (b) a trial by jury as to all issues so triable; and (c) judgment in its favor dismissing Plaintiff's claims and the Crossclaim and awarding MVCONNECT its costs plus all other relief that the Court deems appropriate.

Respectfully submitted, this 22d day of August 2022.

**POOLE HUFFMAN LLC**

/s/ *Lucas W. Andrews*

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*Attorneys for MVCONNECT LLC*

## **CERTIFICATE OF SERVICE**

I, Lucas W. Andrews, hereby certify that on the 22d day of August 2022, I electronically filed the foregoing Answer to Crossclaim with the Clerk of the Court using the CM/ECF system, which will send electronic notification to all counsel of record.

/s/ Lucas W. Andrews  
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